

# COPY - DO NOT RECORD -

## PATENT ASSIGNMENT

This Patent Assignment ("Patent Assignment") is made as of October 28, 2009, by Microposite, Inc., a Delaware corporation having a place of business at 20 Corporate Drive, Auburn Hills, Michigan, 48326-2918 ("Assignor"), to James Hardie Technology Limited, a company organized under the laws of Bermuda having a place of business at Clarendon House, 2 Church Street, Hamilton HM 11, Bermuda ("JHT").

## RECITALS

A. Assignor and CGC Products LLC ("CGC") have entered into that certain Asset Purchase Agreement dated as of October 28, 2009 (the "APA"). Capitalized terms used but not defined herein shall have the meanings given to them in the APA.

B. CGC is acting as the agent of JHT in the APA for purposes of acquisition of the patent rights and by signing and acknowledging below, hereby appoints JHT as its designee for receipt of the Assigned Patents under this Patent Assignment.

## AGREEMENT

NOW, THEREFORE, in consideration of mutual covenants contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment of Assigned Patents. Assignor hereby transfers, assigns and delivers to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Patents listed on Exhibit A attached hereto (the "Assigned Patents"), including the subject matter of all claims that may be obtained therefrom, and all other corresponding rights that are or may be secured under the laws of the United States or any jurisdiction outside the United States, now or hereafter in effect, together with all rights to sue for and recover and retain past and future legal or equitable relief including damages, costs, expenses or attorneys' fees for infringement of the Assigned Patents, and any and all renewals, registrations and applications for registration, continuations, continuations-in-part, divisionals, reissues, re-examinations and extensions thereto or therefor that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Patent Assignment not been made.

2. Terms of the APA. Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the APA shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the APA and the terms hereof, the terms of the APA shall prevail.

3. Miscellaneous. Article IX (Miscellaneous) of the APA is hereby incorporated herein by reference, *mutatis mutandis*.

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[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, Assignor and Assignee have executed this Patent Assignment as of the day and year first written above.

**MICROPOSITE, INC.**

**JAMES HARDIE TECHNOLOGY  
LIMITED**

\*By: [Signature]  
Name: MARK CARLSON  
Title: PRESIDENT & CEO

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

WITNESS to signature by Microposite, Inc.:

WITNESS to signature by James Hardie  
Technology Limited

By: [Signature]  
Name: ARCHANA SINGH

By: \_\_\_\_\_  
Name: \_\_\_\_\_

**Agreed and Acknowledged:**

**CGC PRODUCTS LLC**

\*By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

WITNESS to signature by CGC Products LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_

**\* Acknowledgement**

State of Michigan  
County of Oakland

On this 28 day of Oct, 2009, before me, Tonya Nix, personally appeared Mark Carlson Res of Microposite, Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

[Signature]  
Notary Public

Signature Page - Patent Assignment

TONYA NIX  
NOTARY PUBLIC - MICHIGAN  
OAKLAND COUNTY  
MY COMMISSION EXPIRES 09-04-2013

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**MICROPOSITE, INC.**

**JAMES HARDIE TECHNOLOGY  
LIMITED**

\*By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**WITNESS to signature by Microposite, Inc.:**

**WITNESS to signature by James Hardie  
Technology Limited**

By: \_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_

**Agreed and Acknowledged:**

**CGC PRODUCTS LLC**

\*By: [Signature]  
Name: Byron A. Sullivan  
Title: VP of Research & Development

**WITNESS to signature by CGC Products LLC**

By: Scott C. Barnett  
Name: Scott C. Barnett

\* Acknowledgement

State of       )  
                  )  
County of    )

On this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, \_\_\_\_\_ of Microposite, Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

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IN WITNESS WHEREOF, Assignor and Assignee have executed this Patent Assignment as of the day and year first written above.

**MICROPOSITE, INC.**

\*By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**JAMES HARDIE TECHNOLOGY  
LIMITED**

By: Jason A. Miele  
Name: Jason A. Miele  
Title: Director

**WITNESS to signature by Microposite, Inc.:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_

**WITNESS to signature by James Hardie  
Technology Limited**

By: Lisa Enoka  
Name: Lisa Enoka

**Agreed and Acknowledged:**

**CGC PRODUCTS LLC**

\*By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**WITNESS to signature by CGC Products LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_

\* Acknowledgement

State of     )  
                  )  
County of    )

On this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, \_\_\_\_\_ of Microposite, Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

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## EXHIBIT A

### PATENT SCHEDULE

APPLICATION NO.	PATENT NO. OR PUB. NO.	COUNTRY	TITLE
09/634,522	7,037,865	US	COMPOSITE MATERIALS
CN1468165	CN 01816987.2	China	COMPOSITE MATERIALS
315/DELNP/2003	227514	India	COMPOSITE MATERIALS
PA/a/2003/001166	251467	Mexico	COMPOSITE MATERIALS
EP 2001961864.4	EP1311376	Europe	COMPOSITE MATERIALS
TH 0101003125		Thailand	COMPOSITE MATERIALS
CA 2419049		Canada	COMPOSITE MATERIALS
JP 2002-517284		Japan	COMPOSITE MATERIALS
11/415,370	US2006/0269738	US	COMPOSITE MATERIALS
12/544,169			COMPOSITE MATERIALS
12/030,563	US2009/0202810	US	PROCESS AND MACHINE FOR MANUFACTURING LAP SIDING AND THE PRODUCT MADE THEREBY
PCT/US2009/032091	WO 2009/102550	PCT	PROCESS AND MACHINE FOR MANUFACTURING LAP SIDING AND THE PRODUCT MADE THEREBY
60/233,391		US	LIGHT WEIGHT COMPOSITE MATERIAL AND METHOD OF MANUFACTURE

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